

# U.S. GOVERNMENT LEASE OF REAL PROPERTY

1. THIS LEASE entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the United States of America, herein called Lessor, and \_\_\_\_\_ hereinafter called the Lessee, whose address is \_\_\_\_\_ to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.

2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises:

to be used exclusively for the following purpose(s):

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term:  
(Check and complete ONE of the following paragraphs)

A. MONTH-TO-MONTH: This tenancy for an indefinite period, and may be terminated at any time by either party giving to the other a thirty days' written notice.	B. FIXED TERM: To have and hold said premises with their appurtenances for a predetermined term.
INDEFINITE PERIOD BEGINNING DATE	NUMBER OF MONTHS      BEGINNING DATE      ENDING DATE

4. The Lessee shall pay the Lessor an annual rental of \_\_\_\_\_ \$ \_\_\_\_\_ payable at the rate of \$ \_\_\_\_\_, per month in advance. Rents for part of a month shall be prorated. All payments shall be made payable to the U.S. General Services Administration, and shall contain the following lease number for identification purposes \_\_\_\_\_. All payments are to be paid by check or money order and mailed or delivered to: U.S. GENERAL SERVICES ADMINISTRATION, P.O. BOX 6200-28, Portland, OR 97228-6200.

5. The Lessor shall furnish the Lessee under the terms of this lease services and utilities as follows:

If heat or air conditioning services are provided under this lease, the Lessor agrees to maintain temperatures in the demised premises in accordance with current Lessor standards for its buildings. In the event of a fuel shortage, where the Lessor is required to cut back or curtail fuel consumption, the Lessee agrees to accept heating or air conditioning at whatever level is available.

6. It is understood and agreed that this lease is subordinate to the lease dated \_\_\_\_\_ between the United States of America and \_\_\_\_\_ and to any pre-existing mortgage on the demised premises, and that anywhere the words Lessor or Lessee appear in this lease, these words shall be come Sublessor and Sublessee.

7. The following paragraphs were deleted before execution of this lease:

8. The following paragraphs or documents were incorporated before execution of this lease:

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presence on the date indicated below.

Executed:	In Presence of:	Lessee:
DAY	WITNESS SIGNATURE	SIGNATURE
DATE (Month and year)	WITNESS SIGNATURE	SIGNATURE

ACCEPTED ON BEHALF OF THE UNITED STATES OF AMERICA

DAY	DATE (Month and year)	SIGNATURE	CONTRACT NUMBER
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U.S. GENERAL SERVICES ADMINISTRATION

BY	TITLE
ADDRESS	CITY      STATE      ZIP CODE

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## TERMS AND CONDITIONS

- A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.
- B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.
- C. Lessee shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessor, his agents, or employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.
- D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his/her property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.
- E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.
- F. Lessee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Lessee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the lessor, the leased premises, other Lessees, or the building in part or whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.
- H. Lessee, Lessee's agent, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.
- I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.
- J. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on authority hereby granted to the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.
- K. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.
- L. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this Lease by this reference, as if set forth in full.
- M. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.
- N. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- O. The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.
- P. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's Representative and is the only person who has authority to sign or amend the terms or conditions of this lease.
- Q. The Lessee agrees not to discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.
- R. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.
- S. Lessee acknowledges no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- T. If the property leased is located in a state requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.